

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1. Scope of Application

1.1 These General Terms and Conditions of Purchase (hereinafter “**General Terms**”) shall apply to all supplies of Goods and/or the provision of works and/or Services made by your company (hereinafter the “**Supplier**”) to BIANCHI in execution of Purchase Orders issued by BIANCHI from time to time.

1.2 Any modifications or additions to these General Terms shall only be valid if specifically accepted in writing by BIANCHI.

2. Priority Clause and Validity of These General Terms

2.1 These General Terms shall always and in any case prevail over any general or specific terms of sale of the Supplier that it should have published or made known for the supply of Goods and/or Services, and subject to other contracts prepared by the Supplier, including any order acceptance forms issued by BIANCHI or, more generally, communications from the Supplier that may recall its conditions.

2.2 In case of conflict between the provisions in these General Terms and those in the Supplier’s individual supply contracts, these General Terms shall prevail unless specifically overridden by special conditions in BIANCHI’s individual Purchase Orders or by any condition agreed upon in writing by BIANCHI and the Supplier.

2.3 These General Terms are subject to the rule of "currently in effect," which means they may be updated through a new contract or by publishing the document or a substitute thereof on BIANCHI’s website, after written notification to the Supplier.

2.4 The Supplier shall automatically be subject to the new General Terms on the day following the date of their publication on BIANCHI’s website. The new edition is given a certain date by signing the source file with an electronic signature.

3. Definitions

3.1 In the context of these General Terms, the following terms shall have the meaning indicated below:

- “**Supplier**” refers to the provider of Goods or Services who accepts these General Terms by signing them.
- “**BIANCHI**” refers to Bianchi Industry S.p.A., with registered office in Corso Africa 2/3/9, Zingonia Verdellino, Bergamo, Italy.
- “**Confidential Information**” refers to, collectively, (i) Technical Specifications, (ii) any other commercial or other information related to BIANCHI, its materials, products, processes, services, and activities, provided, in any form, by and/or on behalf of BIANCHI to the Supplier and/or which the Supplier has become aware of in connection with the execution of Contracts, (iii) Results, and (iv) any notes, studies, or other documents prepared by the Supplier containing or otherwise reflecting the Technical Specifications, information in point (ii), and Results.
- “**Goods**” or “**Products**” refers to the material or immaterial goods sold by the Supplier to BIANCHI as specifically indicated in the Purchase Orders or Contracts.
- “**Contracts**” refers to the specific contracts concluded from time to time between BIANCHI and the Supplier with the acceptance of a Purchase Order by the Supplier pursuant to Art. 4.2 or by issuing a Purchase Order following a Contractual Proposal of the Supplier pursuant to Art. 4.3.

- "**Contractual Proposals**" refers to any proposal for the sale of Goods or the provision of Services submitted in writing by the Supplier to BIANCHI.
- "**Services**" refers to works and/or intellectual services provided by the Supplier to BIANCHI in accordance with the Contracts.
- "**Technical Specifications**" means any kind of technical, functional or quality specifications relating to the Goods or the methods of performance of the Services, including but not limited to drawings, models, samples, prototypes, films, photographs, renderings, from time to time communicated in writing by BIANCHI to the Supplier or confirmed in writing by BIANCHI.
- "**Purchase Orders**" refers to requests for the purchase of Goods or the provision of Services issued by BIANCHI to the Supplier and having the requirements of form and content as per art. 4.1.
- "**Results**" refers to all results of the creative and inventive activity conceived, created, or developed by the Supplier in the execution or as a result of the Services, including projects, inventions, data, results, information, methods, specifications, know-how, software, photographic or filmed images, products or moulds.
- "**Parties**" refers collectively to BIANCHI and the Supplier
- "**Defect Rate**" refers to the percentage ratio between the number of defective or non-compliant Goods and the total number of Goods delivered by the Supplier to BIANCHI in execution of the Purchase Order to which the defective or non-conforming Goods refer.
- "**Operational Headquarters**" refers to BIANCHI's headquarters in Corso Africa 2/3/9, Zingonia Verdellino, Bergamo, Italy;
- "**Final Customer**" means BIANCHI's Customer.

3.2 Under this Contract, unless otherwise required by circumstances:

a) the meanings defined above and as indicated in this Contract in the singular shall, unless the context requires otherwise, also apply to the corresponding plural form of the same term, where applicable, and vice versa;

- (a) b) any reference to an Article also includes its Paragraphs and Sub-Paragraphs, etc.;
- (b) c) any reference to a Paragraph includes its Sub-Paragraphs, etc.;
- (c) d) any reference to Sub-Paragraphs includes its points and added numbering;
- (d) e) any reference to the Contract or any other referenced document includes its Annexes and subsequent amendments and supplements;
- (e) f) the headings of the Articles do not bind their interpretation;
- (f) g) any reference to the Parties refers to and/or includes the respective legal successors or assignees of the Parties who signed the Contract;
- (g) h) any reference to any legal provision also includes any subsequent repealing or replacing legislation and any subordinate provisions;
- (h) expressions such as "including," "includes," or similar should be interpreted as merely illustrative as if they were always followed by the words "without limitation."
- (i) **3.3** Whenever a provision of these General Terms requires a Party to "ensure that," "shall cause," or "shall do what is necessary to ensure that" (or similar expressions) a person (whether natural, legal, entity, or otherwise) performs (or refrains from performing) a specific act, such contractual provision shall be construed as a promise to ensure the act of a third party in accordance with and for the purposes of Article 1381 of the Italian Civil Code.

4. Issuance of Purchase Orders

4.1 Purchase Orders must be issued in writing and must include at least the following elements:

- (a) Goods and/or Services subject to the individual Purchase Order;
- (b) (if applicable) Technical Specifications;
- (c) quantity, characteristics, and delivery terms of the Goods or Services;
- (d) prices, payment methods, and terms;
- (e) any specific purchase conditions, including in derogation of these General Terms.

4.2 The Purchase Orders will become binding for the Parties once accepted by the Supplier by written communication within the acceptance deadline indicated by BIANCHI in the Purchase Order or, failing this, within the term of three (3) days from receipt of the Purchase Order. The Purchase Orders shall be considered accepted and become binding for the Parties even in the event that the Supplier does not send BIANCHI an express written notice of refusal within the acceptance period indicated by BIANCHI in the Purchase Order, or failing that, within three (3) days of the dispatch of the same, It is understood that BIANCHI reserves the right to revoke the Purchase Orders until the Supplier accepts them in writing and to refuse the acceptance of Purchase Orders received after the deadline for acceptance indicated above. In any case, BIANCHI is entitled to the rights set out in 5.3 below.

4.3 If a Purchase Order is issued following the submission of a Contractual Proposal by the Supplier, the same shall become immediately binding for the Parties at the time of sending the Purchase Order to the Supplier without further approval by the latter, provided that such Purchase Order makes express reference to such Contractual Proposal. In any case, BIANCHI is entitled to the rights set out in 5.3 below.

4.4 For the purposes of these General Terms, written communications exchanged between the Parties via letter, fax, email, or any other written commercial correspondence shall be considered written.

4.5 The sale of Goods or provision of Services shall be governed by the provisions in these General Terms, the Technical Specifications, Purchase Orders, and any documents referenced in the Purchase Orders, including the Contractual Proposals. In the event of a conflict or discrepancy between the Contractual Proposals and the Purchase Orders or the General Conditions, the content of the General Conditions and the Purchase Orders shall prevail. In case of conflict between rules will apply hierarchically: i) the General Conditions; ii) the Technical Specifications; iii) the Purchase Orders; iv) the Contractual Proposals.

4.6 These General Terms do not obligate BIANCHI to issue a minimum or predetermined number of Purchase Orders.

4.7 BIANCHI will have the right to withdraw from the Contracts at any time, even in derogation of art. 1373, paragraph 1, of the Civil Code, if, in its sole discretion, it considers that the technical suitability of the Supplier to regularly supply Goods or Services has ceased or if, again in its sole discretion, considers that the Supplier is in a state of economic difficulty such as to endanger the regular performance of the supply of Goods or Services and also when legal actions for recovery of claims or enforcement proceedings are brought against it, or the Supplier itself becomes insolvent or has been admitted to any insolvency, liquidation or concordat proceedings.

4.8 The Supplier's claims against BIANCHI arising from the supply of Goods or Services are not transferable in whole or in part to third parties without the prior written consent of BIANCHI.

4.9 If a Purchase Order or the documents referred to therein provide for the performance of Services according to a work plan structured in successive phases to which is linked the delivery of specific results, it will be left to BIANCHI's discretion to decide, at the end of each stage, whether or not to proceed with the stages following the first. The Supplier, therefore, will carry out the stages following the first and BIANCHI

will pay the corresponding consideration only after written authorization from BIANCHI to proceed with the next stage.

4.10 No exclusivity is granted to the Supplier.

5. Modifications to Supply and Order Variations

5.1 During the execution of the supply, BIANCHI may modify the quality, quantity, characteristics, and/or form of the Goods and Services; such modifications must promptly be implemented by the Supplier. In the event that such changes affect time and costs, the Supplier shall be entitled to a fair additional compensation and/or an extension of the delivery deadline, subject to BIANCHI's acceptance.

5.2 The Supplier is expressly prohibited from making any modification, even partial, (i) to the Goods supplied, (ii) to the material/components used in their production or (iii) to the manner of performance of the Services, without prior communication and obtaining the prior written consent by BIANCHI, this as such variations could lead to difficulties and/ or impossibility of application of Goods or Services on BIANCHI products. In case of breach, even only partial, to this obligation, BIANCHI will have the right to refuse the Purchase Order, ask for the reversion of what has already been paid and, in any case, demand from the Supplier the payment of a penalty equal to 15% (fifteen percent) of the agreed Fee for delivery, subject to greater damage. In such cases, the Supplier may not object or contest anything without any reservation or exception.

5.3 In the case referred to in 5.2 above and therefore in the event of a change, in whole or in part, (i) of the Goods, (ii) of the material/components used for the production of the same or (iii) of the manner of performance of the Services, the Supplier shall, within no more than three (3) days, to be considered as an essential deadline, send any technical document in support so as to allow BIANCHI any further evaluation and, if necessary, a cancellation of the Purchase Order, in whole or in part.

6. Materials and Equipment on Loan

6.1 If, for the performance of the Supply, the material is provided directly by BIANCHI or on its behalf, the Supplier is obligated to verify that it complies with the quality specifications indicated by BIANCHI. Otherwise, under penalty of forfeiture, the Supplier must report any discrepancies within three (3) days from discovery.

6.2 It is understood that BIANCHI retains exclusive ownership of the materials provided on consignment, unless otherwise agreed in writing by the Parties.

6.3 If, for the performance of the Supply, the equipment or part of it is provided directly by BIANCHI or on its behalf, the Supplier is obligated to diligently safeguard it, being directly responsible for any loss, theft, damage, or harm, also in accordance with Article 1806 of the Italian Civil Code. In such cases, BIANCHI must be immediately informed of the event.

6.4 Recognizing BIANCHI's ownership, the Supplier undertakes:

- (a) to declare BIANCHI's ownership to third parties, even in the event of expropriation proceedings. In such cases, the Supplier must immediately inform BIANCHI;
- (b) not to move the equipment from the location where it was delivered, except with prior written authorization from BIANCHI;
- (c) not to modify or alter the equipment and to use it in accordance with instructions provided by BIANCHI or as described in the user manuals;
- (d) not to remove any labels present on the equipment;
- (e) to perform ordinary maintenance on the equipment;
- (f) to return the equipment upon BIANCHI's request in the condition in which it was delivered, except for normal wear and tear.

7. Technical Documentation

7.1 The Supplier must provide BIANCHI with the technical documents as required by the nature of the Goods or Services indicated in each Order. These documents must be delivered together with the materials or within the time specified. Should modifications or additions become necessary, the Supplier shall promptly transmit the updated technical documents, modified according to BIANCHI's requests.

8. Shipment

8.1 No later than two (2) days before the scheduled shipment date, considered an essential deadline, the Supplier must email BIANCHI with details of the packages, specifying the order number and date to which the shipment refers. Additionally, the Supplier must provide a detailed description including the item code, quality, quantity, weight, brand, and type of packaging, indicating for each material whether the delivered quantity is final or partial. Shipments must follow these instructions:

- (a) Each batch of material must be accompanied by a delivery note. For deliveries by courier, a copy of the delivery note must be attached to the packaging;
- (b) Each delivery note must refer to a single order and must indicate the order number, date, order reference, item code, quality, quantity, weight, brand, and packaging number, specifying for each material whether the quantity delivered is final or partial.

9. Delivery and Execution Terms

9.1 The delivery terms indicated in the Purchase Order are essential, binding, and obligatory for the Supplier, even if not expressly accepted by them. Unless otherwise stated in the Purchase Order, the delivery of Goods and the provision of Services must be carried out at BIANCHI's Operational Headquarters. The delivery date recorded on the transport document shall serve as proof of delivery. Early deliveries of Goods or performance of Services not scheduled or authorized in writing, as well as unagreed partial deliveries or performances, are excluded. BIANCHI reserves the right to reject Goods delivered or Services provided before the agreed term or to charge the Supplier for warehousing costs and financial charges related to early delivery.

9.2 The Supplier must ensure that the quantity of Goods delivered or Services provided corresponds to that specified in the Purchase Orders. BIANCHI may request the Supplier to retrieve any excess quantities above those ordered, with the right to return them directly at the Supplier's expense and risk, as well as to charge them for any financial costs due to pre-paid amounts and warehousing costs if not promptly handled by the Supplier.

9.3 In cases of delay in delivering Goods or in providing Services, or in the event of incomplete delivery or performance, BIANCHI shall have the right to:

- (i) set an additional term for the Supplier to deliver the Goods or perform the Services, or
- (ii) if delays exceed fifteen (15) days, BIANCHI shall have the right to terminate the Purchase Order in whole or in part, with simple written notice, pursuant to Article 1456 of the Civil Code, without prejudice to the right to compensation for all damages suffered or to be suffered. In such cases, nothing shall be owed to the Supplier, except for payment for Goods and/or Services accepted and retained or used by BIANCHI.

9.4 Setting an additional term for delivering the Goods or performing the Services, as per Article 9.3 (i), does not preclude BIANCHI's right to exercise the remedies in Article 9.3 (ii) if the Supplier does not meet the additional term set by BIANCHI.

9.5 In addition to the remedies in Article 9.3, in any case of late, missing, incomplete, or non-compliant delivery of Goods or execution of Services as requested in the Purchase Order, not due to force majeure, BIANCHI may, at its sole discretion, invoke any of the following rights, in whole or in part:

- (i) suspend payments due to the Supplier related to the delayed, missing, incomplete, or non-compliant delivery or performance;
- (ii) request delivery of Goods by air (where applicable) at the Supplier's expense;
- (iii) impose a late fee of 0.5% of the agreed price for the Goods or Services, starting from the sixth business day and for each day of delay until the Goods are delivered or the Services completed, up to a maximum of 20% of the value of the Goods or Services, without prejudice to greater damages;
- (iv) claim compensation for any additional damage directly caused by the delayed, missing, incomplete, or non-compliant delivery of Goods or performance of Services, including, by way of example and not limited to, production downtime costs at hourly rates, logistics costs, and any additional costs incurred by BIANCHI for obtaining the Goods or Services from other suppliers due to the Supplier's non-compliance.

9.6 The remedies provided in this Article 9 are additional and not a replacement for other remedies provided by applicable law in favor of BIANCHI, including the right to take legal action to enforce the Contracts.

10. Force Majeure

10.1 Failure to perform obligations under these General Terms or the Contracts shall not constitute a breach if such failure is due to circumstances beyond the control of either Party, such as, but not limited to, pandemics, wars, fires, floods, general strikes, lockouts, embargoes, government orders, or inability to procure raw materials or energy for manufacturing.

In such specific cases (known as force majeure), which genuinely prevent the execution of the Purchase Order:

- (a) delivery terms may be extended;
- (b) the Supplier must immediately inform BIANCHI of the cause of force majeure.

If such an event causes delivery delays exceeding 60 days, BIANCHI shall have the right to terminate the Purchase Order at any time.

10.2 Delays or failures by the Supplier's subcontractors shall in no case be considered beyond the Supplier's control under the preceding paragraph.

11. Prices and Payments

11.1 The price for the Goods and/or Services shall be indicated in the Purchase Orders or established in separate written agreements between the Parties. The prices specified in the Purchase Orders accepted in accordance with Article 4.2 shall be fixed and not subject to revision or adjustment. Similarly, once agreed upon for a specific period, prices shall remain fixed for the agreed period unless otherwise specified in a written agreement between the Parties.

11.2 Unless otherwise agreed in writing between the Parties, the price set in Article 11.1 does not include transportation, insurance, and/or any additional expenses, which remain solely the responsibility of the Supplier.

11.3 Unless otherwise agreed, the prices shall be understood as DDP/DAP (INCOTERMS 2020) to the BIANCHI warehouse indicated in the Purchase Order and include the packaging necessary to ensure product integrity. Value-added tax (VAT) is excluded unless otherwise specified.

11.4 Payment terms and methods shall be specified in the Purchase Orders, invoices, or set forth in separate written agreements between the Parties. If not specified, payment will be made by bank transfer to the account designated by the Supplier and confirmed face-to-face (including by videoconference) between the Parties within sixty (60) days from the end of the month of invoice receipt and, where applicable, receipt of the bill of lading. Payment shall be contingent upon BIANCHI's receipt of the Goods or the execution of the Services. BIANCHI will only make payments to IBANs confirmed in person (including by videoconference) by the Supplier. Any changes to the IBAN must be communicated and confirmed in advance, or they will be ineffective with respect to BIANCHI.

11.5 It is understood that BIANCHI may suspend or delay payment of invoices, in whole or in part, at the scheduled due dates if there are breaches, even partial, by the Supplier regarding the provisions of these General Terms.

12. Invoicing

12.1 Both immediate and deferred invoices must be addressed and sent to BIANCHI within the statutory time limits.

12.2 To be considered accepted, each invoice must always include, in addition to the legally required information, the BIANCHI Purchase Order number(s).

12.3 Under no circumstances may an invoice be issued before the actual delivery of the Goods, unless expressly agreed in writing.

12.4 Invoices must be subject to the tax treatment applicable at the time of the transaction.

12.5 If additional services such as factory testing, start-up, and/or on-site testing are specified in the order/contract, the invoice may only be issued after these services have been performed and passed successfully.

13. Quality Guarantees for Goods and Services

13.1 The Supplier guarantees that the Goods delivered and the Services provided will be free from defects and conform to the Technical Specifications. Unless otherwise specified in the Purchase Orders and/or Contracts, the Supplier warrants the Product provided for a period, taking whichever term expires later, of twenty-four (24) months from the date of delivery to BIANCHI or twelve (12) months from the date the Product is placed on the market by BIANCHI. The mere delivery of ordered Goods does not imply acceptance of the Supply.

13.2 In any case, the Supplier guarantees that the Goods and Services will:

- (a) comply with applicable regulations and the highest safety standards;
- (b) conform to the provisions of the General Terms, Purchase Orders, Contracts, and Technical Specifications;
- (c) be free from defects in design, manufacture, or storage;
- (d) be compatible with any parts to be assembled or mounted on the Goods according to the Technical Specifications or other information provided by BIANCHI;
- (e) be suitable for their usual intended use;
- (f) match the characteristics and quality of the samples or models provided by the Supplier.

13.3 In the event of defect or non-compliance of the Goods or Services with the warranties provided in Article 13.2, BIANCHI shall have the right to avail itself of the remedies in Article 14.

13.4 In any case, in addition to the remedies provided in Articles 14 and 5.2, in the event of non-compliance of the Goods or Services with the warranties provided in Article 13.2, BIANCHI shall have the right to:

- (a) suspend payments due to the Supplier in connection with the non-compliant Goods or Services related to the lot in which the non-compliant Goods were found;
- (b) receive a credit note within ten (10) days of notification by BIANCHI of the non-compliance. After this period, BIANCHI shall have the right (i) to issue a direct invoice and (ii) to offset this credit against existing debts with the Supplier.

13.5 If Goods already placed on the market prove to be defective, non-compliant with Technical Specifications, or otherwise hazardous, the Supplier agrees to cooperate in any recall or market withdrawal campaign that BIANCHI may implement and to reimburse BIANCHI for the costs of the recall campaign, including the cost of BIANCHI's personnel hours and external consultants used for the recall. Accordingly, the Supplier is liable for damages caused by defects in the Product or Service provided and shall, at its own expense, take out appropriate and adequate product liability insurance.

13.6 The warranties and remedies expressly provided in this Article 13 and the following Article 14 are additional to and not a replacement for other remedies and warranties provided by law in case of defects or non-compliance of the Goods or Services. The deadline for reporting defects or non-compliance in the Goods or Services is thirty (30) days from the discovery of the same.

14. Management of Non-Conformities

14.1 BIANCHI shall manage non-conformities related to Goods or Services received from the Supplier according to the following categories:

i. CRITICAL Non-Conformity:

Occurs when the number of non-compliant Goods or Services is equal to or greater than 5% of the entire batch delivered. In this case, BIANCHI shall notify the Supplier in writing of the CRITICAL Non-Conformity and may (i) return only the defective materials or the entire batch to the Supplier at the Supplier's expense; and/or (ii) request replacement of the defective materials or delivery of a new batch, also at the Supplier's expense; and/or (iii) request that the Supplier complete a Non-Conformity Report (NCR) as per Annex 1, including root cause analysis, corrective actions, and timelines for resolution. If the Supplier fails to complete the NCR within three (3) weeks from its issuance, considered an essential deadline, BIANCHI reserves the right to issue an invoice to cover non-conformity management costs, set at a fixed fee of €250.00 (two hundred fifty euros), plus any line stoppage costs, recovery costs, and additional direct damages incurred, calculated at an hourly rate of €28.00 (twenty-eight euros).

ii. SECONDARY Non-Conformity:

Occurs when the number of non-compliant Goods or Services is below the 5% threshold. In this case, BIANCHI shall notify the Supplier in writing of the SECONDARY Non-Conformity and may (i) return only the defective materials or the entire batch to the Supplier at the Supplier's expense; and/or (ii) request replacement of the defective materials or delivery of a new batch, also at the Supplier's expense.

iii. REPEATED Non-Conformity on Different Items or Supply Codes:

Occurs when, within twelve (12) months following notification of a first CRITICAL Non-Conformity, another CRITICAL Non-Conformity is recorded on different items or supply codes. In this case,

BIANCHI shall notify the Supplier in writing of the REPEATED Non-Conformity, and for the following 12 months:

- the threshold in point i. shall be reduced to 2% for all supply codes provided by the Supplier;
- the threshold in point ii. shall be reduced to below 2% for all supply codes provided by the Supplier.

iv. REPEATED Non-Conformity on the Same Item or Supply Code:

Occurs when, within twelve (12) months following notification of a first CRITICAL Non-Conformity, BIANCHI registers another Non-Conformity on the same item or supply code, regardless of whether it is CRITICAL or SECONDARY. In this case, BIANCHI shall notify the Supplier in writing of the REPEATED Non-Conformity and:

- reserves the right to return only the defective materials or the entire batch to the Supplier at the Supplier's expense; and/or (ii) request replacement of the defective materials or a new batch delivery, also at the Supplier's expense;
- shall automatically impose a fixed penalty fee of €250.00 (two hundred fifty euros), plus any line stoppage costs, recovery costs, and additional direct damages incurred, calculated at an hourly rate of €28.00 (twenty-eight euros), by direct invoicing to the Supplier.

15. Inspections

15.1 BIANCHI may conduct inspections at the Supplier's premises, including via telecommunications, to verify the Product and/or Service, for acceptance of the Product and/or Service, or to review the quality system implemented within the Supplier's organization. The methods and extent of the inspection will be agreed upon with the Supplier as needed.

16. Subcontractors

16.1 The Supplier may, at its sole responsibility and with prior written authorization from BIANCHI, entrust third parties with the production or processing of Goods or the execution of Services, provided that it ensures these third parties comply with the duties and obligations set forth in the Purchase Order and these General Terms. It is understood that these third parties will not enter into any contractual relationship with BIANCHI, and the Supplier shall remain solely and exclusively responsible to BIANCHI for the correct fulfilment of the contractual relationship.

16.2 Considering the trust-based nature of the relationship, BIANCHI reserves the right to terminate the contract with immediate effect if it finds that the subcontractor appointed by the Supplier does not possess the necessary experience, skills, technical-professional suitability, equipment, personnel, and technologies.

17. Intellectual Property and Administrative Authorizations

17.1 Drawings, specifications, and any technical documents provided by BIANCHI shall remain BIANCHI's exclusive property and may only be used for the execution of the Purchase Order. The Supplier shall be responsible for their diligent preservation and must return them in good condition at the end of the Supply.

17.2 The Supplier declares and guarantees that:

- a) the Goods, their components and accessories, or the Services provided and Results do not infringe third-party patents, trademarks, designs, copyrights, or other intellectual and industrial property rights;
- b) it is fully authorized to transfer to BIANCHI the full right to use, incorporate, and market the Goods or Services provided;

c) any source codes created by the Supplier for the execution of Goods or Services shall be BIANCHI's exclusive property and must be unconditionally transferred to BIANCHI at the time of delivery of the related Goods or Services, without any reservation or exception.

17.3 If a third-party claim, investigation, or decision by judicial or administrative authorities affirms, confirms, or implies the lack of the requirements under Article 17.2, even provisionally or as a precautionary measure, or affects or prevents the use of the Results or the marketing of the Goods or any products in which the Goods, Results, or Services are incorporated due to the lack of requirements under Article 17.2, in addition to the remedies provided by this contract, BIANCHI shall have the right to terminate the Contracts pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to claim damages.

17.4 The Supplier acknowledges and agrees that neither these General Terms nor the Contracts imply any transfer or license to the Supplier of BIANCHI's intellectual property rights.

18. Compensation and restraining

18.1 The Supplier undertakes to indemnify, hold harmless and indemnify BIANCHI against all direct or indirect damages, costs, expenses or liabilities, including those arising from claims of third parties, which are a direct or indirect consequence of:

- a) breach of the guarantees provided for in Article 13.2 or 17.2;
- b) breach of the Supplier's obligations under these General Conditions;
- c) the need to defend against third party claims which, if deemed justified, would entail a breach of the Supplier's guarantees and obligations under Articles 13.2, 17.2 or 19;
- d) any other breach of the Contracts, the Technical Specifications and the General Conditions.

18.2 In particular and by way of example, the Supplier will indemnify and hold harmless BIANCHI from any product liability that should arise on the part of BIANCHI as a result of defects in the Goods or Services provided.

18.3 The obligation of compensation and waiver referred to in this article is not subject to the time limit constituted by the Warranty Period nor to the expiry date provided for in art. 13.6.

19. Obligation of confidentiality

19.1 The Supplier acknowledges and acknowledges that BIANCHI is the owner of the Confidential Information and holder of all related intellectual property rights.

19.2 The supplier shall:

- (a) keep Confidential and not disclose to any third party;
- (b) take all reasonable and appropriate measures and precautions to prevent the disclosure and unauthorized use of Confidential Information;
- (c) at the end of the supply, or even before, upon request by BIANCHI, immediately return all documents containing the Confidential Information and destroy any hard copy or other medium thereof;
- (d) use the Confidential Information only as necessary for the performance of the Contracts;
- (e) not to reproduce or copy the Confidential Information except within the limits expressly authorized by BIANCHI;
- (f) not patent, nor register as a trademark, design or model any information or data contained in the Confidential Information;
- (g) limit the disclosure of Confidential Information within your organization to employees whose assignments justify the need to know such Confidential Information;

- (h) inform employees within their organization that they become aware of the Confidential Information and the confidentiality commitments relating to it;
- (i) not to develop for third parties and/or provide third parties, in any capacity, directly or indirectly, with Goods obtained by exploiting the Confidential Information;
- (j) to impose and ensure compliance with the obligations arising from this article on any third party to whom the Supplier must transmit the Confidential Information in the course of the execution of the Contracts, The Supplier shall be liable to BIANCHI for any breach of the obligations set out in this article. 19 in relation to the Confidential Information committed by that third party.

19.3 Neither these General Terms nor the disclosure of Confidential Information provided herein shall be construed as a source for the Supplier of rights to patent licensing, Patent applications or any other industrial property rights on information and data included in the Confidential Information.

20. Insurance

20.1 Without prejudice to the Supplier's liability towards BIANCHI, the Supplier undertakes to sign and maintain in force for the duration of the business relations between the Parties an appropriate insurance policy covering the civil liability arising from the sale of the Goods or performance of the Services, with a ceiling proportionate to the value of the Goods or Services.

20.2 Upon request of BIANCHI, the Supplier will provide BIANCHI with a copy of the insurance policy as per art. 20.1 and the certificate of payment of the respective prize.

20.3 Should the policy not cover or not be sufficient, the Supplier will be fully responsible for this and will indemnify BIANCHI from now on in this regard.

21. Packaging

21.1 The packaging of the Goods or that supporting the delivery of the Services provided subject to the Purchase Order must be suitable for the purpose, including in relation to the destination and means of transport used. Unless otherwise stated in the Purchase Order, all costs related to packaging are borne by the Supplier.

21.2 The Supplier is solely responsible for the correct packaging of the Goods, which must be arranged in such a way as to guarantee the perfect integrity of the Goods or Services upon delivery to BIANCHI. In case of damage caused by transport due to improper packaging, the Supplier will be responsible for compensating the related damages.

22. Express termination clause

22.1 BIANCHI may at any time notify the termination of the Contracts ex art. 1456 Civil Code by written notification to the Supplier and effective from the date that BIANCHI will indicate in the same communication, if the Supplier:

- (a) fails to comply with the confidentiality and restriction of use obligations set out in Art. 19;
- (b) becomes a member, partner or is subject to any form of control, even indirect control, by a competitor of BIANCHI;
- (c) is in breach of the obligations relating to the unenforceability of credits and Contracts as set out in article 4.8, as well as the provisions referred to in art. 16;
- (d) seriously damages the reputation of BIANCHI or its products;
- (e) fraud or gross negligence in the performance of the supply such as to damage the image or interests of BIANCHI;

- (f) the Supplier's delay in delivery;
- (g) deterioration of the Supplier's financial/capital conditions such as to compromise the proper delivery;
- (h) legal proceedings against the Supplier which could compromise or damage its image or reputation or BIANCHI's image and reputation;
- (i) liquidation, cessation of business or insolvency of the Supplier, or submission to any kind of bankruptcy proceedings (including debt restructuring agreements or arrangements with creditors).

22.2 The termination of the contractual relationship will only be effective for deliveries not yet performed on the date of termination, unless BIANCHI wishes otherwise.

23. Applicable law and court

23.1 The General Conditions and the Contracts are governed by Italian law.

23.2 Any dispute that may arise between the Parties and that should not be resolved amicably, will be subject to the exclusive jurisdiction of the court of Bergamo.

23.3 BIANCHI, at its discretion, will have the right to waive the exclusive jurisdiction of Art. 23.2 and place the dispute in the court where the defendant is domiciled or any other court having jurisdiction under the ordinary criteria for the division of jurisdiction and competence.

24. Personal data processing - Privacy

24.1 The Parties give each other consent to the processing of their personal data for the purposes relating to the execution of the supply relationship or contract (if any). These data will not be communicated to anyone other than those necessary for the performance of the functions (for example, administrative and accounting studies). The Parties have the right to request access, confirmation of the existence or otherwise of the same data and to know its content and origin, verify its accuracy or ask for its integration, updating or rectification at any time, to obtain the data concerning them in a structured format, commonly used and readable by automatic device (Article 12 et seq. of EU Regulation 2016/679). Pursuant to the same articles, the Parties have the right to request the deletion, transformation into anonymous form or blocking of data processed in violation of law, as well as to oppose in any case, for legitimate reasons, to their processing and to submit a complaint to the competent Supervisory Authority (Data Protection Supervisor) if they consider that the processing of Personal Data is contrary to the current legislation.

24.2 Each of the Parties acknowledges that, in the course of the performance of the Services or in the supply of goods, information may be exchanged between them, data and/or news that are protected under EU Regulation 679/2016, which contains provisions for the protection of individuals and other subjects with regard to the processing and protection of personal data.

24.3 For the purpose, the Parties undertake to comply with all obligations provided by the aforementioned EU Regulation 679/2016 in the execution of the supply relationship or contract (if any), assuming all related responsibilities.

25. Modello di organizzazione, gestione e controllo ex d. lgs. 231 of 2001 and Codice Etico Bianchi Industry S.p.A.

25.1 The Supplier declares that it is aware of the content of D. Lgs. 8 June 2001 n. 231 and to undertake to refrain from any behaviour that might constitute the hypothesis of a crime referred to in the same Decree. You also declare that you have read the Codice Etico of Bianchi Industry S.p.A. in its latest version and to undertake to respect it and to adapt their behaviour to the principles expressed therein, for the duration of

the Contract or in any case of its collaboration with Bianchi Industry S.p.A., as well as to promptly report any violations, even presumed, of the above principles/provisions, using the specially activated e-mail box: organismodivigilanza@adrmc.it

25.2 The Supplier undertakes to check during the contractual relationship any further updates of the Codice Etico (available on the website www.bianchiindustry.com) and to respect the principles contained therein. The Supplier also declares that it is aware of the fact that compliance with these provisions is an essential element for Bianchi Industry S.p.A. and of the latter's willingness to sign this Agreement.

25.3 The non-compliance by the Supplier of any of the provisions of the aforementioned Codice Etico constitutes a serious breach of the obligations set forth in this Contract and entitles Bianchi Industry S.p.A. to terminate the same with immediate effect by simple written communication, in the sense and for the effects of art. 1456 of the Civil Code, and for the effect to terminate any other agreement, contract, commitment or covenant otherwise named in existence between the Parties (including companies belonging to the same Group) and always reserve the right of Bianchi Industry S.p.A. to claim for damages.

26. Final provisions

26.1 Any transaction between BIANCHI and the Supplier shall be deemed to have been concluded at BIANCHI's headquarters in [Corso Africa 2/3/9, 24040 Loc. Zingonia Verdellino, Bergamo, Italy].

26.2 The invalidity, nullity or ineffectiveness of one or more clauses of these General Conditions shall not result in the invalidity, nullity or ineffectiveness of the remaining clauses of the General Terms. BIANCHI reserves the right to amend the clause in good faith in order to make it legitimate.

26.3 Any tolerance by one of the Parties to acts or omissions of the other Party that are in violation of the provisions of these General Terms shall not be interpreted as a waiver of the rights arising from the provisions violated nor the right to demand the exact performance and possible compensation for damage.

26.4 All communications, information and notifications shall be deemed to have been made at the registered offices of the Parties.

26.5 This contract may not be transferred or subcontracted, in whole or in part, to third parties unless prior written consent of BIANCHI.

26.6 The annexes form an integral and substantial part of these General Conditions.

Zingonia di Verdellino, 01.01.2025.